

INVITATION TO BID	LSU	BID DUE DATE AND TIME
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		08/16/2016 11:00 AM CT
SOLICITATION RFQ-0000000017 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>		RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Alexandra Torres Huber Buyer Phone +1 (225) 578-9398 Buyer Email atorre6@lsu.edu Issue Date 08/04/2016
TITLE: FUEL: GAS & DIESEL (AGCENTER RESEARCH STATIONS)- TERM CONTRACT		
<p style="text-align: center;">To Be Completed By Supplier</p> <ol style="list-style-type: none"> 1. _____ "No Bid" (sign and return this page only). 2. _____ My Company does not wish to receive future solicitations for this spend category. 3. Specify your Delivery: To be made within _____ days after receipt of order. 4. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto. <p style="text-align: center;">General Instructions to Suppliers</p> <ol style="list-style-type: none"> 1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time. 2. Read the entire solicitation, including all terms, conditions and specifications. 3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier. 4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. 5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. 6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud. 		
SUPPLIER NAME	MAILING ADDRESS	
AUTHORIZED SIGNATURE	CITY, STATE ZIP	
PRINTED NAME	PHONE #	
TITLE	FAX #	
E-MAIL	FEDERAL TAX ID #	

STANDARD TERMS & CONDITIONS	INVITATION TO BID	Page 2
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<p>These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern. Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.</p>		
<p>1. Bid Delivery and Receipt Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose. Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.</p> <p>2. Bid Forms Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted.</p> <p>3. Interpretation of Solicitation/Supplier Inquiries If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question. No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.</p> <p>4. Bid Addenda Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/ time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.</p> <p>5. Bid Opening Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.</p> <p>6. Special Accommodations Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.</p> <p>7. Standards of Quality Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Supplier must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.</p> <p>8. New Products/Warranty/Patents All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.</p>		

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The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Supplier guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

9. Descriptive Information

Suppliers proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

10. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Suppliers who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item or grouped basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

11. Taxes

Supplier is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

12. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.

13. Supplier Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any supplier contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any supplier forms. Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

14. Awards

Award will be made to the lowest responsible and responsive supplier. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

15. Acceptance of Bid

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for goods delivered or services rendered without an official purchase order/contract or award letter. Bid tabulations may be requested after acceptance of bid.

16. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

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<p>17. Awarded Products/Unauthorized Substitutions Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.</p> <p>18. Testing/Rejected Goods Supplier warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.</p> <p>19. Delivery Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.</p> <p>20. Default of Supplier Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.</p> <p>21. Supplier Invoices Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable.</p> <p>22. Delinquent Payment Penalties Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.</p> <p>23. Assignment of Contract/Contract Proceeds Supplier shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.</p> <p>24. Right to Piggyback Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Vendor shall honor all such purchase orders.</p> <p>25. Contract Cancellation LSU has the right to cancel any contract for cause, in accordance with procurement rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the supplier; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.</p> <p>26. Prohibited Contractual Arrangements Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.</p> <p>27. Equal Employment Opportunity Compliance By submitting and signing this bid, supplier agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by supplier, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.</p>		

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28. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

29. Certification of No Suspension or Debarment

By signing and submitting this bid, supplier certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epis.gov.

30. Right to Audit

The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.

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1. Sealed Bid Delivery Instructions and Advisory: To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted using the special bid return label if one was furnished for that purpose. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Your attention is also directed to Standard Terms & Conditions No. 1 - Bid Delivery and Receipt.

2. ***BID SHALL BE AWARDED TO ONE VENDOR PER RESEARCH STATION***

3. Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on all liability policies.

4. Delivery may be a consideration in the award. Successful bidder must be able to guarantee delivery of product within 24 hours of placing the order if so required.

5. A preference, if applicable, may be allowed for products produced, manufactured, assembled, grown or harvested in Louisiana. Do you claim this preference? Yes _____ No _____. Note: Preferences shall not apply to service contracts. Is your Louisiana business workforce composed of a minimum of fifty percent Louisiana residents? Yes _____ No _____. Specify Item Number and location within Louisiana where the product is/was produced, manufactured, assembled, grown or harvested:

_____ Note: This preference is not applicable for services.

SPECIFICATIONS
FOR LSU AGCENTER RESEARCH STATIONS
FUEL, GAS & DIESEL - TERM CONTRACT

PLEASE READ THE FOLLOWING SPECIAL CONDITIONS AND SPECIFICATIONS CAREFULLY. ANY DEVIATION MAY CAUSE YOUR BID TO BE DISQUALIFIED. READ SPECIAL CONDITIONS UNDER EACH HEADING. WHERE THE CONDITIONS DIFFER FROM "STANDARD TERMS AND CONDITIONS AND LSU TERM CONTRACT SPECIAL CONDITONS", SUCH SPECIAL CONDITIONS WILL APPLY.

Introduction:

Louisiana State University is seeking competitive quotations from qualified bidders to provide bulk fuel and delivery to the LSU AG Center Research Stations located in and around the state of Louisiana. Each research station maintains above ground and/or underground tanks ranging in size from 300 to 3,000 gallons with an estimated total annual volume of 188,000 gallons.

Specifications: All specifications shall be in accordance with those listed herein. Low bidder may be required to submit sample for approval and acceptance prior to award.

Quantities: No specific quantities are guaranteed. Only such quantities of gasoline and diesel fuel, as needed by the Research Stations during the contractual period, will be ordered. Estimated usage is based on the current usage of the past twelve (12) months (See Attachment A). Where estimated usage is unknown, a unit of 1 gallon shall be used for evaluation purposes.

Sampling and Testing: If sampling and testing is requested, the following shall be complied with:

- **Sampling Gasoline:** Sampling shall be made at various intervals to assure conformity of products.
- **Sampling Diesel Fuel:** Samples shall be taken from nozzle of delivery truck at time of delivery. A portion of this sample shall be used for testing by the Department of Agriculture and other state agencies. A portion shall be retained for the vendor evaluations.
- **Testing:** All testing shall be conducted according to testing procedures established by the Department of Agriculture and Forestry.

Product: Bid is for conventional regular unleaded gasoline and off-road diesel. Notification must be given to LSU a minimum of 60 days before the supply of conventional regular unleaded gasoline is switched to an ethanol mixture.

Bidder must indicate their brand of fuel to be supplied and the OPIS terminal location fuel is to be delivered from to determine pricing.

Pricing: Bidders are to provide the mark-up cost per gallon only on the attached price sheets (See Attachment C). The mark-up shall include all applicable charges for delivery and overhead. **Bidder should provide a mark-up cost for each type of fuel to be considered responsive.**

The bid mark-up is limited to four decimal places. If price is submitted for more than four places behind the decimal, it will be rounded up or down to the nearest ten thousandth.

The mark-up price shall remain firm throughout the entire term of this contract.

Bids will not be accepted that are F.O.B. vendor's plant plus freight. Prices based on combined minimum quantities will not be considered for award.

Award shall be made "all or none" to vendor quoting the lowest mark-up per gallon per research station for fuel types with a usage greater than 1 gallon or the equivalent.

In the event of a tie, the LSU Procurement will utilize their discretion in making award.

Taxes: State sales tax and Federal Excise tax are not to be included in bid prices. Federal Excise Tax Exemption registration number will be furnished to the successful vendor. The University is also exempt from the Louisiana Underground Storage Tank fee on **all tanks** and a certificate will be provided upon request for each tank. *** These taxes may not be added to invoices. ***

Bidders must exempt the state on Federal Excise Tax. Bids which include this tax will not be considered for award. Any refunds due will be the Vendor's Responsibility.

The University shall only pay the Louisiana Excise Tax, Louisiana Inspection Fee, Federal Leaking Underground Storage Tax and Federal Oil Spill Liability by the gallon. It shall be billed in addition to the weekly average OPIS price per OPIS terminal and applicable mark-up.

Purchase Order and Invoicing: LSU Procurement shall issue a purchase order for each research station to the successful vendor per station. Each purchase order shall state the type of fuel and the estimated US dollar cost to be spent for the contract period. The University reserves the right to add/delete items depending on the need of departments. Successful vendor will be notified of such changes by Purchase Order Alteration.

The successful vendor shall submit an itemized delivery ticket with each delivery indicating; purchase order number; date of delivery; type of fuel delivered; fuel delivery meter reading before and after fuel drop; quantity of fuel delivered; and delivery location.

The successful vendor's prices will be adjusted weekly, on Monday, in accordance with the average OPIS price dated the previous Thursday listed per OPIS terminal location. No other price adjustments are allowable since the weekly OPIS price is adjusted.

Payment: Invoices shall be paid within thirty (30) days from the date of receipt and acceptance of delivery. Payment shall be made for the item(s) ordered at the unit price in effect when delivered at that week's OPIS average pricing ending the Thursday prior to Monday posting for OPIS terminal location, plus markup, plus applicable taxes. Such price and payment shall constitute full compensation for furnishing and delivering the fuel.

Delivery: Deliveries are to be made upon request or schedule as set by each individual research station.

All delivery tanks must have a visible sealed marker (butterfly) within the tank for determining volume. Deliveries will not be accepted if tank does not have the required visible sealed marker.

Proof of calibration of tank must be available if requested.

The successful vendor(s) must make every reasonable effort to have an adequate supply of gasoline and/or diesel fuel in order to meet the Research Station's demand, as ordered, during the life of the contract. However, in the event the vendor cannot make delivery within a reasonable time as determined by the Director of Procurement, LSU Procurement reserves the right to purchase gasoline and/or diesel fuel on the open market. If it happens repeatedly, LSU has the right to reissue the contract.

Miscellaneous:

Conditional bids will not be accepted.

Louisiana State University may make any investigations it deems necessary to determine the ability of the supplier to furnish materials requested herein. Bidder shall furnish all such information and data for this purpose as LSU requests. LSU reserves the right to reject any bid if the evidence submitted fails to satisfy LSU that bidder is properly qualified to carry out the obligations of the contract and deliver material as necessary.

Bidders shall be required on request to give evidence that it maintains a permanent place of business; has adequate equipment; has adequate transportation vehicles to supply the required products; has adequate insurance for itself and subcontractors (if applicable); and has suitable financial status to meet obligations incident to the work.

MATERIAL SPECIFICATIONS
FOR
GASOLINE AND DIESEL FUEL

OCTANE:

The minimum octane shall be:

87 - Regular Unleaded or Unleaded Ethanol (E-10)

89 - Mid-Grade Unleaded (E-10)

91 - Premium (Super) Unleaded (E-10)

GASOLINE:

SHALL MEET THE REQUIREMENTS OF THE DEPARTMENT OF
AGRICULTURE WEIGHTS AND MEASURES LAW TITLE 7 PART
35 CHAPTER 3 SPECIFICATIONS

DIESEL FUEL:

SHALL MEET THE REQUIREMENTS OF THE DEPARTMENT OF
AGRICULTURE WEIGHTS AND MEASURES LAW TITLE 7 PART
35 CHAPTER 3 SPECIFICATIONS

SHALL MEET THE REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE
SPECIFICATIONS REVISED 02/2015.

**LOUISIANA
DEPARTMENT OF AGRICULTURE AND FORESTRY
WEIGHTS AND MEASURE DIVISION
SPECIFICATIONS**

GASOLINE

DESCRIPTION: Gasoline shall be refined hydro-carbon mixtures furnished in Regular, Mid-grade, and Premium Unleaded.

REQUIREMENTS: Test methods shall be in accordance with procedures established by the American Society for Testing and Materials, particularly ASTM D 4814 specifications.

Property	Test Method	Requirements		
		Regular	Mid-Grade	
<u>Premium</u>				
Water and Suspended Matter	Visual Inspection	None	None	None
Corrosion, Copper Strip	ASTM D 130	Not darker than No. 1	Not darker than No. 1	Not darker than No. 1
Distillation Temperature	ASTM D 86	-----ASTM D 4814 (Table 1)-----		
Vapor Pressure (Reid), psi, max.	ASTM D 5482	-----ASTM D 4814 (Table 1)-----		
Sulfur, %, max.	ASTM D 2622	0.10	0.10	0.10
Octane Number (R + M)/2, min.	ASTM D 2699 ASTM D 2700	87.0	89.0	91.0
Lead Content, gm/gal., max.	ASTM D 3237	0.05	0.05	0.05

Gasoline must be products normally distributed for regular trade. No blending at bulk plant or point of delivery will be permitted.

SAMPLING: Material may be subject to sampling by Louisiana Department of Agriculture and Forestry Weights and Measures Division to assure conformance to specification.

SPECIFICATION: Requirements are taken from Louisiana Administrative Code, Title 7, Part XXXV, Chapter 3.

Standard Fuel Specifications for Gasoline and Gasoline-Oxygenate Blends

- A. Gasoline and gasoline-oxygenate blends sold, offered for sale, or distributed in Louisiana shall meet the following requirements.
 - 1. The latest revision of ASTM D 4814, "Standard Specification for Automotive Spark-Ignition Engine Fuel," as approved and published by ASTM International, except that volatility standards for unleaded gasoline blended with ethanol shall not be more restrictive than those adopted under the rules, regulations, and Clean Air Act waivers of the U.S. Environmental Protection Agency.
 - ⌚ Gasoline blended with ethanol shall be blended under any of the following three options:
 - a. the base gasoline used in such blends shall meet the requirements of the latest revision of ASTM D 4814; or
 - b. the blend shall meet the requirements of the latest revision of ASTM D 4814; or
 - c. the base gasoline used in such blends shall meet all the requirements of the latest revision of ASTM D 4814 except distillation, and the blend shall meet the distillation requirements of the ASTM specification.

**LOUISIANA
DEPARTMENT OF AGRICULTURE AND FORESTRY
WEIGHTS AND MEASURE DIVISION
SPECIFICATIONS**

DIESEL FUEL (OFF-ROAD)

DESCRIPTION: Off-Road Diesel shall be refined hydro-carbon mixture furnished in Grade No. 2D.

REQUIREMENTS: Test methods shall be in accordance with procedures established by the American Society for Testing and Materials and ASTM D 975 Specifications.

<u>Property</u>	<u>Test Method</u>	<u>Requirements</u>
Water and Suspended Matter, % by vol.	ASTM D 2709	0.05
Corrosion, Copper Strip	ASTM D 130	No. 3
Distillation Temperature °C	ASTM D 86	
90% Recovery, % volume recovered		
Min. EF		282
Max. EF		338
Sulfur, %, max.	ASTM D 5453	0.05
Ash, weight, %, max.	ASTM D 482	0.01
Flash Point, °C, min.	ASTM D 93	52
Viscosity, mm ² /S @ 40 °C	ASTM D 445	
Min.		1.9
Max.		4.1
Cloud Point, °C, max.	ASTM D 2500	See ASTM D 975
Carbon Residue on 10% residue, % mass	ASTM D 524	0.35
Cetane No. Min.	ASTM D 613	40

Off-Road Diesel must be product normally distributed for regular trade. No blending at bulk plant or point of delivery will be permitted.

SAMPLING: Material may be subject to sampling by Louisiana Department of Agriculture and Forestry Weights and Measures Division to assure conformance to specification.

SPECIFICATION: Requirements are taken from Louisiana Administrative Code, Title 7, Part XXXV, Chapter 3.

**LOUISIANA
DEPARTMENT OF AGRICULTURE AND FORESTRY
WEIGHTS AND MEASURE DIVISION
SPECIFICATIONS**

LOW SULFUR DIESEL FUEL

DESCRIPTION: On Road Low Sulfur Diesel shall be refined hydro-carbone mixture furnished in Grade No. 2D S500 with Low Sulfur content.

REQUIREMENTS: Test methods shall be in accordance with procedures established by the American Society for Testing and Materials and ASTM D 975 Specification.

Property	Test Method	Requirements
Water and Suspended Matter, % by vol.	ASTM D 2709	0.05
Corrosion, Copper Strip	ASTM D 130	No. 3
Distillation Temperature, °C	ASTM D 86	
90% Recovery, % volume recovered		
Min.		282
Max.		338
Sulfur, % mass, max.	ASTM D 2622	0.05
Ash, weight, %, max.	ASTM D 482	0.01
Flash Point, °C, min.	ASTM D 93	52
Viscosity, mm ² /S @ 40 °C	ASTM D 445	
Min.		1.9
Max.		4.1
Cloud Point, °C, max.	ASTM D 2500	See ASTM D 975
Carbon Residue on 10% residue, % mass	ASTM D 524	0.35
Cetane No. Min.	ASTM D 613	40

On Road Low Sulfur Diesel must be product normally distributed for regular trade. No blending at bulk plant or point of delivery will be permitted.

SAMPLING: Material may be subject to sampling by Louisiana Department of Agriculture and Forestry Weights and Measures Division to assure conformance to specification.

SPECIFICATION: Requirements are taken from Louisiana Administrative Code, Title 7, Part XXXV, Chapter 3.

**LOUISIANA
DEPARTMENT OF AGRICULTURE AND FORESTRY
WEIGHTS AND MEASURE DIVISION
SPECIFICATIONS**

ULTRA-LOW SULFUR DIESEL FUEL (ON-ROAD)

DESCRIPTION: On Road Ultra Low Sulfur Diesel shall be refined hydro-carbone mixture furnished in Grade No. 2D with 15 ppm sulfur content.

REQUIREMENTS: Test methods shall be in accordance with procedures established by the American Society for Testing and Materials and ASTM D 975 Specifications.

<u>Property</u>	<u>Test Method</u>	<u>Requirements</u>
Water and Suspended Matter, % by vol.	ASTM D 2709	0.05
Corrosion, Copper Strip	ASTM D 130	No. 3
Distillation Temperature, °C	ASTM D 86	
90% Recovery, % volume recovered		
Min.		282
Max.		338
Sulfur, ppm, max.	ASTM D 5453	15
Ash, weight, %, max.	ASTM D 482	0.01
Flash Point, °C, min.	ASTM D 93	52
Viscosity, mm ² /S @ 40 °C	ASTM D 445	
Min.		1.9
Max.		4.1
Cloud Point, °C, max.	ASTM D 2500	See ASTM D 975
Carbon Residue on 10% residue, % mass	ASTM D 524	0.35
Cetane No. Min.	ASTM D 613	40

On Road Ultra Low Sulfur Diesel must be product normally distributed for regular trade. No blending at bulk plant or point of delivery will be permitted.

SAMPLING: Material may be subject to sampling by Louisiana Department of Agriculture and Forestry Weights and Measures Division to assure conformance to specification.

SPECIFICATION: Requirements are taken from Louisiana Administrative Code, Title 7, Part XXXV, Chapter 3.

INSTRUCTIONS TO BIDDERS

Bidder shall provide a mark-up per gallon for fuel types with a usage greater than 1 gallon or the equivalent, as requested in the Invitation to Bid.

Entire bid should be returned, except item pages not bid.

Award may be held for sixty (60) days pending evaluation.

Terminology: Octane 87 - Regular Unleaded
Octane 87 - Regular Unleaded (E-10)
Octane 89 - Mid-Grade Unleaded
Octane 91 - Premium Unleaded

Diesel, Off-Road
Diesel, On-Road (Low Sulfur)
Diesel, On-Road (Ultra Low Sulfur)

Attachment A – Research Stations Current Usage

Attachment B – Rice Research Station Tank Locations

Attachment C – Price Sheets

CURRENT USAGE OF RESEARCH STATIONS IN NEED OF CONTRACTS

The information below serves as an estimation of items currently used by the research stations.
It offers information on tank size, tank location, usage per year, and delivery.

Fuel Info	Fuel Type	Tank Size	Tank Location	Est. usage/ yr (gal)	Approximate Delivery/load	Delivery Location
Hammond	Gasoline - Regular Unleaded	550gal.	AG*	2000	500gal.	21549 Old Covington Hwy Hammond, LA
	Diesel - Off-Road	550gal.	AG*	1500	500gal.	
Schedule:	Phone in Orders approximately 4-5 times a year					
Iberia	Gasoline - Regular Unleaded	1000gal.	AG*	6000	1000gal.	603 LSU Bridge Rd. Jeanerette, LA
	Diesel - Off-Road	1000gal.	AG*	5000	1000gal.	
Schedule:	Phone in Orders at 1st of every month					
Idlewild	Gasoline - Regular Unleaded	(2) 500gal.	AG*	2000	500gal. b/w the tanks	4419 Idlewild Rd Clinton, LA
	Diesel - Off-Road	1000gal.	AG*	5000	1000gal.	
Schedule:	Phone in Orders approximately every 2-3 mos.					
Rice	Gasoline - Regular Unleaded	(3) 500gal.	UG*	14000	1200 gal b/w all 3 tanks	1373 Caffey Rd Rayne, LA
	Diesel - Off-Road	(2) 1000gal.	AG*	15000	3000 gal b/w all 3 tanks	
	Diesel - Off-Road	3000gal.	AG*			
Schedule:	Phone in Orders as Needed - Approximately once a month SEE ATTACHEMENT C FOR TANK LOCATIONS					
Southeast	Gasoline - Regular Unleaded	500gal.	AG*	7000	400gal.	41217 Bethel Road Frantlinton, LA
	Diesel - Off-Road	1100gal.	AG*	12500	800gal.	
Schedule:	Phone in orders as needed - Approximately once a month					
Sugar	Gasoline - Regular Unleaded	500 gal.	AG*	3000	500gal.	5755 LSU Ag Road St. Gabriel, LA
	Diesel - Off-Road	1000 gal.	AG*	8000	1000gal.	
Schedule:	Phone in Orders as Needed					

AG*

Above Ground Tank

UG*

Underground Tank

RICE RESEARCH STATION FUEL TANKS

08/03/2016

Gasoline - regular unleaded (aboveground)

<u># of tanks</u>	<u>gallons</u>	<u>location</u>
1	2000	North Farm

Diesel - off road (aboveground)

<u># of tanks</u>	<u>gallons</u>	<u>location</u>
1	3000	North Farm – tractor tank
2	1000	South Farm – tractor tank South Farm – irrigation well

(Total tanks = 4)

ELECTRIC WELLS

South Farm - west well

North Farm - Hwy 1111 well

(Kim's file – Miscellaneous/fuel tanks.doc)

PRICE SHEET FOR RESEARCH STATIONS IN NEED OF CONTRACTEstimated usage/year of "1" indicates a lack of history on this item.Bidder must provide a mark-up cost for each type of fuel.

Estimated Usage/year	Unit of Measure	Type of Fuel	Vendor/Brand	Terminal Location	Mark-Up/ Gallon
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Hammond

2000	gallon	Gasoline, Regular Unleaded			
1	gallon	Gasoline, Regular Unleaded (E-10)			
1	gallon	Gasoline, Mid-Grade Unleaded			
1	gallon	Gasoline, Premium Unleaded			
1	gallon	Diesel, On-Road (low sulfur)			
1	gallon	Diesel, On-Road (ultra low sulfur)			
1500	gallon	Diesel, Off-Road			

Iberia

6000	gallon	Gasoline, Regular Unleaded			
1	gallon	Gasoline, Regular Unleaded (E-10)			
1	gallon	Gasoline, Mid-Grade Unleaded			
1	gallon	Gasoline, Premium Unleaded			
1	gallon	Diesel, On-Road (low sulfur)			
1	gallon	Diesel, On-Road (ultra low sulfur)			
5000	gallon	Diesel, Off-Road			

Idlevild

2000	gallon	Gasoline, Regular Unleaded			
1	gallon	Gasoline, Regular Unleaded (E-10)			
1	gallon	Gasoline, Mid-Grade Unleaded			
1	gallon	Gasoline, Premium Unleaded			
1	gallon	Diesel, On-Road (low sulfur)			
1	gallon	Diesel, On-Road (ultra low sulfur)			
5000	gallon	Diesel, Off-Road			

Rice					
14000	gallon	Gasoline, Regular Unleaded			
1	gallon	Gasoline, Regular Unleaded (E-10)			
1	gallon	Gasoline, Mid-Grade Unleaded			
1	gallon	Gasoline, Premium Unleaded			
1	gallon	Diesel, On-Road (low sulfur)			
1	gallon	Diesel, On-Road (ultra low sulfur)			
15000	gallon	Diesel, Off-Road			

Southeast					
7000	gallon	Gasoline, Regular Unleaded			
1	gallon	Gasoline, Regular Unleaded (E-10)			
1	gallon	Gasoline, Mid-Grade Unleaded			
1	gallon	Gasoline, Premium Unleaded			
1	gallon	Diesel, On-Road (low sulfur)			
1	gallon	Diesel, On-Road (ultra low sulfur)			
12500	gallon	Diesel, Off-Road			

Sugar					
3000	gallon	Gasoline, Regular Unleaded			
1	gallon	Gasoline, Regular Unleaded (E-10)			
1	gallon	Gasoline, Mid-Grade Unleaded			
1	gallon	Gasoline, Premium Unleaded			
1	gallon	Diesel, On-Road (low sulfur)			
1	gallon	Diesel, On-Road (ultra low sulfur)			
8000	gallon	Diesel, Off-Road			

LSU TERM CONTRACT – SPECIAL CONDITIONS

These special conditions shall apply to LSU Term Contracts, in addition to all Standard Terms and Conditions.

A "Term Contract" is defined as an agreement with a Vendor to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Such pricing agreements are commonly referred to as standing agreements, open end contracts, and requirements contracts. Purchase/release orders issued against term contracts serve as the Vendor's authorization to ship goods and/or provide services.

1. Scope of Contract

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning 9/1/2016 and ending 6/30/2017, in accordance with all specifications, terms, and conditions.

2. Initial Contract Period

LSU intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

3. Contract Renewals/Extensions

At the option of LSU and acceptance by the Vendor, this contract may be renewed for 2 additional 12 month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award. Total contract period not to exceed 36 months.

4. Estimated Quantities

Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs; where usage is not available, a quantity of one (1) indicates a lack of history on this item. Vendors are cautioned that regardless of the quantity shown in the solicitation, LSU shall not be obligated under the contract to purchase any specific or minimum amount. Vendor must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

5. Firm Pricing

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

LSU is a member of the National Association of Educational Procurement (NAEP) and the E & I Cooperative Purchasing Service.

6. Insurance Requirements

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, Vendor shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as an additional insured on all liability policies.

7. Vendor Parking on the LSU Campus – Permits & Gate Passes

Vendors and contractors needing access to reserved, gated "C" parking lots or to controlled access streets in the center of campus for logistics in performing business with LSU, must apply for gate passes through the LSU Office of Parking, Traffic and Transportation (PTT). Visit the LSU/PTT website at www.lsu.edu/parking and the "Permits" webpage for details.

Vendor requests are considered and granted by PTT, subject to an annual fee and qualifying criteria. Vendors not qualifying for gate passes may be granted general permits for outlying parking lots at no charge. All vendors are responsible for adhering to LSU Parking Rules and Regulations (see the PTT "Information" webpage). Direct any questions to PTT at 225-578-5000, or visit their office located in the Public Safety Building on South Stadium Road, Baton Rouge, LA 70803.

8. Vendor Non-Performance

Vendor is required to perform in strict accordance with all contract specifications, terms, and conditions. Vendor will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event Vendor is issued three (3) or more complaints of non-performance, LSU reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible in future solicitations.

9. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to LSU Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by LSU Purchasing and issuance of a formal LSU Contract Amendment. The Vendor shall honor purchase/release orders issued prior to the approval of any contract amendment as applicable.

10. Price Reductions

Whenever price reductions are made by the Vendor/Manufacturer during the LSU contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than LSU contract prices, said reductions shall be afforded to LSU.

Vendor shall give prompt written notice to LSU Purchasing of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Vendors found to have knowingly and willfully withheld such price reductions may be required to reimburse LSU of any overcharges.

11. Product Substitutions

Only those awarded brands and numbers, furnished in the packaging/units of measure and at the unit prices stated in the LSU contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Vendor's expense, and non-payment.

By submitting a bid, Vendors are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LSU. Unless discontinued by the manufacturer without replacement, Vendors are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Vendor's own elective change to another supplier may be disapproved at the sole discretion of LSU Purchasing.

Departments are not authorized to approve or accept product substitutions without Purchasing's approval. Vendors who act without regard to this procedure may face contract cancellation, suspension, and/or debarment.

12. Right to Add Department Users

Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments to use the contract as their needs arise; and Vendor shall honor all such purchase/release orders.

13. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude LSU from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

14. Contract Usage Report

The Vendor shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to LSU upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions; total quantities and dollars for each item subtotaled by using department names; and overall contract quantities and dollars.

15. Contract Evaluation

LSU Purchasing welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Vendor's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Vendor performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Vendor.

The following forms are tools for evaluating our contracts and Vendor performance, and may be accessed at our website (www.fas.lsu.edu/purchasing) under Forms/General:

- PUR512 Contract Suggestions
- PUR514 Contract Performance Evaluation
- PUR515 Deficiency/Complaint Report

16. Termination for Non-Appropriation of Funds

The following condition shall apply to any contract covering multiple fiscal years:

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the

PUR530 rev 8/2011

contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

**BOARD OF SUPERVISORS
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL & MECHANICAL COLLEGE
Purchasing Office, 213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001**

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be \$1,000,000 when work is over water and involves maritime exposure.

COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse and Under ground (XCU) Coverage.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.